

EXHIBIT C

WHOLE EXHIBIT REDACTED

EXHIBIT D

WHOLE EXHIBIT REDACTED

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT, MELODY J. MILLETT,
On Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

v.

TRUELINK, INC.,
A Trans Union Company,

Defendant.

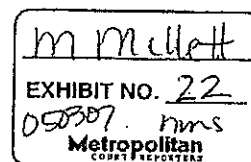
Case No. 05-599-SLR

PLAINTIFFS' RESPONSE TO TRUELINK, INC.'S FIRST INTERROGATORIES
TO PLAINTIFF STEVEN MILLETT

Plaintiff Steven G. Millett, by and through his attorneys of record, pursuant to Federal Rule of Civil Procedure 33 and local rules, respond to Defendant TrueLink, Inc.'s First Interrogatories to Plaintiff Steven Millett.

INTERROGATORY NO. 1. For each job or other employment Plaintiff has held for the last ten (10) years including different jobs for the same employer, identify the employer, the period of employment, and Plaintiff's job titles.

Answer: I worked at MicroAge in Phoenix Arizona in computer distribution until approximately 1998. I do not know the date I started there. I worked at Mobility Electronics in Scottsdale Arizona as a packaging lead from approximately 1998 to approximately 2000. I worked at a Target store for one day in 2000. From 2000 to September of 2006, I was a parent at home. In September of 2006 to December of 2006, I worked as a seasonal laborer for a company named Silpada. I worked as a contractor for Strategic Staffing from October 2006 to February 2007 when I began permanent employment at InkCycle as an associate.



INTERROGATORY NO. 2. Describe in detail how Plaintiff learned of the Website and the steps taken by Plaintiff which led to Plaintiff's initial visit to the Website.

Answer: My wife, Plaintiff Melody Millett, told me that we needed to purchase the products. We needed to monitor the information which would be provided by TransUnion and she recommended that this product would help us do that. I agreed and she purchased the product on my behalf for our family use. I am unaware how she learned about the website. She handles the financial and household management details for our family.

INTERROGATORY NO. 3. Describe in detail each of the purpose(s) for which Plaintiff purchased each product from Defendant.

Answer: I wanted to know whether the identity thief and others were using my personal information and I wanted to be completely protected from identity theft. I wanted to know whether there were any accounts in my credit file which did not belong to me.

INTERROGATORY NO. 4. For each instance in which Plaintiff visited the Website, state: (a) the date of the visit; (b) the purpose of the visit; (c) whether Plaintiff received any products or services from Defendant in connection with each visit; and (d) identify all documents which refer or relate to such visits and/or products or services.

Answer: My wife, as my agent, visited the TransUnion website often. I understand that she printed the web pages on some occasions. I understand that she visited the site on my behalf several times. I understand that she ordered credit reports on my behalf and received emails for our family use. The pages she printed were given to my attorneys who gave the pages to you. I wanted to know what was happening to my credit. You have records of some of our visits and records about the items we purchased. We have also given you copies of emails you sent.

INTERROGATORY NO. 5. Describe in detail all instances, if any, in which Plaintiff, or anyone acting on his behalf, has disputed the accuracy of any credit report or

other credit history information regarding Plaintiff with a credit bureau, reseller, consumer reporting agency or other entity or person and, as part of your answer: (a) state the date of each communication regarding the dispute; (b) identify the parties to each such communication; (c) identify the nature of the dispute (e.g., the alleged inaccuracy and source of the disputed information); and (d) describe the final result of such dispute (e.g., correction or deletion).

Plaintiffs object to this interrogatory to the extent it requests information protected by attorney client privilege or work product privilege. Plaintiffs object to this interrogatory as irrelevant, overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have filed a motion to dismiss the Count in the Fourth Amended Complaint pertaining to the Fair Credit Reporting Act. Information pertaining to that Count is no longer relevant. Subject to that objection, and without waiving that objection, Plaintiffs have produced non-privileged documents that are responsive to this request and refer Defendant to the CD Roms set out in Response to Request for Production Number 1, particularly CD Rom 1. Additional documents responsive to this request are in the possession, custody or control of Defendant or TransUnion LLC.

Plaintiffs will supplement this response as additional materials are identified. Some documents responsive to this request are subject to protective orders and confidentiality agreements. With consent of the party asserting the confidentiality of these documents, the documents will be made available by Plaintiffs to Defendant TrueLink. Consent would need to be obtained from Experian Information Solutions, Inc., Equifax Credit Information Services, Inc., Bank of America Corporation, Ford Motor

Credit Company, Fair Isaac and Company, Inc., and CSC Credit Services, Inc. Plaintiffs will cooperate with counsel for Defendant TrueLink, Inc. in obtaining permission for disclosure of these documents and depositions and deposition exhibits and will provide defense counsel with the necessary contact information of representatives or counsel for these entities. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: My wife handles the financial and household management affairs for our family. She has disputed many accounts on our behalf. We do not yet feel as if we know about all of the accounts which should be closed. I know that she had to close accounts which appeared on the letter we got from TransUnion. I know it took her a lot of time to do that and that we spent a lot of money to do that. We finally had to hire an attorney to help us. There are a lot of documents that were printed about this and we gave those documents to our attorneys. TransUnion will have some of this information, too.

INTERROGATORY NO. 6. Describe in detail all instances, if any, in which Plaintiff has purchased a credit report, credit monitoring subscription or similar product and, as part of your answer: (a) identify the entity from whom Plaintiff purchased the product; (b) identify the date and cost of each such purchase; (c) state the purpose(s) for which the product(s) were purchased; and (d) describe in detail any deficiencies in each product purchased by Plaintiff.

Plaintiffs object to this interrogatory to the extent it requests information protected by attorney client privilege or work product privilege. Plaintiffs object to this interrogatory as irrelevant, overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have filed a motion to dismiss the Count in the Fourth Amended Complaint pertaining to the Fair Credit Reporting Act. Information pertaining to that Count is no longer relevant. Subject to that objection, and without waiving that objection, Plaintiffs have produced non-privileged documents that are responsive to this request and refer Defendant to the CD Roms set out in Response to

Request for Production Number 1, particularly CD Rom 1. Additional documents responsive to this request are in the possession, custody or control of Defendant or TransUnion LLC.

Plaintiffs will supplement this response as additional materials are identified. Some documents responsive to this request are subject to protective orders and confidentiality agreements. With consent of the party asserting the confidentiality of these documents, the documents will be made available by Plaintiffs to Defendant TrueLink. Consent would need to be obtained from Experian Information Solutions, Inc, Equifax Credit Information Services, Inc., Bank of America Corporation, Ford Motor Credit Company, Fair Isaac and Company, Inc., and CSC Credit Services, Inc. Plaintiffs will cooperate with counsel for Defendant TrueLink, Inc. in obtaining permission for disclosure of these documents and depositions and deposition exhibits and will provide defense counsel with the necessary contact information of representatives or counsel for these entities. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: My wife handled this for our family. I know that she purchased a product from Equifax first and then from TransUnion and Experian. The dates of these purchases can be seen on the documents she printed. We gave these documents to our attorneys. We wanted to know if Abundio Cuautle Perez and others were using my information. We knew that TransUnion might have information which Equifax and Experian did not have. The product did not work because we learned about other accounts from someone else or after we filed the lawsuit.

INTERROGATORY NO. 7. If Plaintiff claims to have suffered any economic loss as a result of the conduct of Defendant alleged in the Fourth Amended Complaint, state:
(a) the nature of the monetary loss suffered; (b) the amount of the monetary loss suffered; and
(c) the date on which the monetary loss was suffered.

Answer: My wife handles these matters for our family. We lost a lot of money because we could not get credit or could not get good rates. We had to pay extra money for insurance, too. We spent a lot of money on lawyers. We also spent a lot of money to close accounts. We had to borrow money for our home from the family trust. The product did not work as it should have and we should have the purchase price paid back to us. I remember sometimes my wife ordered a credit report because TransUnion told us there was a change and then the report did not have a change on it. We had to pay for some of these reports and we should have that money refunded. The class members also spent money that should be reimbursed to them.

INTERROGATORY NO. 8. If Plaintiff claims to have suffered any emotional or mental distress as a result of the conduct of Defendant alleged in the Fourth Amended Complaint, state: (a) the nature of the emotional or mental distress suffered; (b) the date on which the emotional or mental distress was suffered; (c) the identity of each physician or other care provider from whom the Plaintiff received treatment for the emotional or mental distress suffered; and (d) the identity and amount of each expense incurred in treating the emotional or mental distress suffered.

Objection. Plaintiffs categorized their damages in their Rule 26 disclosures to include statutory damages, penalties, costs, and fees pursuant to state and federal consumer statutes, and to costs for products and services.

Objection. This request calls for information that is not reasonably calculated to lead to discovery of admissible evidence. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: I asked my attorneys to handle the legal issues about damages. My wife and I have been upset often by all these things that have happened to me. We understand from our lawyers that we are not going to seek money for emotional damages.

INTERROGATORY NO. 9. If Plaintiff claims to have suffered any physical injury as a result of the conduct of the Defendant alleged in the Fourth Amended Complaint, state: (a) the nature of the physical injury suffered; (b) the date on which the physical injury was suffered; (c) the identity of each physician or other care provider from whom the Plaintiff received treatment for the physical injury suffered; and (d) the identity and amount of each expense incurred in treating the physical injury suffered.

Objection. Plaintiffs categorized their damages in their Rule 26 disclosures to include statutory damages, penalties, costs, and fees pursuant to state and federal consumer statutes, and to costs for products and services.

Objection. This request calls for information that is not reasonably calculated to lead to discovery of admissible evidence. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: I asked my attorneys to handle the legal issues about my damages. My wife and I have had some physical effects from what has happened to us. We understand from our lawyers that we are not going to seek money for physical injury.

INTERROGATORY NO. 10. If Plaintiff claims to have suffered any other injury (other than that described in your responses to the three previous interrogatories) as a result of the conduct of the Defendant alleged in the Fourth Amended Complaint, state: (a) the nature of the injury suffered; (b) the date on which the injury was suffered; (c) the identity of each physician or other care provider from whom the Plaintiff received treatment for the injury suffered; and (d) the identity and amount of each expense incurred in treating the injury suffered.

Objection. Plaintiffs categorized their damages in their Rule 26 disclosures to include statutory damages, penalties, costs, and fees pursuant to state and federal consumer statutes, and to costs for products and services.

Objection. This request calls for information that is not reasonably calculated to lead to discovery of admissible evidence. Subject to *these objections and without* waiving these objections, Plaintiffs state as follows:

Answer: Plaintiffs categorized their damages in their Rule 26 disclosures to include statutory damages, penalties, costs, and fees pursuant to state and federal consumer statutes, and to costs for products and services.

INTERROGATORY NO. 11. For each lawsuit or other legal proceeding (including, without limitation, a bankruptcy proceeding) to which Plaintiff has been a party, or currently is a party, state the full name and case number of the case and the court in which the action was filed, and describe the claims asserted in the lawsuit or legal proceeding.

Plaintiffs object to this request on the grounds of work product and that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: I have filed lawsuits against CSC, Ford, Bank of America, TransUnion, Equifax and related companies, Fair Isaac, Experian and related companies, and you. My attorneys and my wife handled that for me. I understand that my attorneys are giving you a list of these cases. I also had two misdemeanor DUI tickets in Johnson County, Kansas when I was 18 and 23. I do not know those case numbers from Johnson County.

INTERROGATORY NO. 12. Describe in detail all facts which support the allegations of Paragraph 24 of the Fourth Amended Complaint that: "The Credit Monitoring service failed to perform as represented by Defendant and failed to provide all or some of the services identified in the marketing materials and Contracts," and, as part of your answer, specify the "services identified in the marketing materials and Contracts" that Defendant allegedly "failed to provide."

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: I asked my wife to handle this as my agent. I know that she has a lot more information about this. I know that the product was supposed to protect us from identity theft but it did not. For example, Abundio Cuautle Perez is still using my information and you did not tell me. There are accounts he opened that I learned about from the lawsuits or from others and not from you. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 13. Does Plaintiff contend that he, or any members of the putative classes, suffered any harm from the consequences of identity theft that was caused, facilitated, not mitigated and/or not prevented, in whole or in part by any conduct of TrueLink alleged in the Fourth Amended Complaint? Unless your Answer is an unqualified "no," describe in detail each such instance of harm suffered and state all facts which support your contention.

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: I delegated these matters to my wife who handles the finances for our family. She has a lot more information about this. I could not get credit until after I filed lawsuits. I could not learn why. We had to buy our house with a loan from a trust. We paid more for things that we were able to finance. My information is still mixed up. We paid money for credit reports that did not have the information we needed. We paid money for a product that did not give us the information we needed. If I had known about accounts opened using my information, I could have closed the accounts. If my records were clear, I could have gotten credit or could have gotten credit with better terms. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers. Other class members did not get all of the services for which they paid.

INTERROGATORY NO. 14. Describe in detail all facts which support the allegations of Paragraph 87 of the Fourth Amended Complaint that: "The Named Plaintiffs will fairly and adequately represent and protect the interest of all class members," and as part of your answer, describe: (a) who will bear the costs associated with prosecuting the claims asserted in the Fourth Amended Complaint, including but not limited to the cost of providing notice to members of the proposed classes; and (b) what funds or other financial resources are available to fund such costs.

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Counsel conducted adequate investigation prior to filing this action and determined that counsel had the resources to prosecute this action.

INTERROGATORY NO. 15. Describe in detail all facts which support the allegations in Paragraph 47 of the Fourth Amended Complaint that "Named Plaintiffs and Kansas Class Plaintiffs have not, in fact, received a service that protects them from fraud and identity theft."

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: The product is not protecting me because Abundio Cuautle Perez is still using my information. There are accounts opened and judgments filed which have my Social Security number, for example. I could not get credit and did not know why. You did not tell me things I needed to know. My wife and my attorneys have more information about this. My wife has handled these matters for our family. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 16. State with specificity each and every of the "primary benefits" that Named Plaintiffs and Class Plaintiffs failed to receive, as alleged in Paragraph 52 of the Fourth Amended Complaint.

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question which my attorneys are helping me with. I know that the product we bought does not work because it does not provide notice of all types of identity theft and credit fraud. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 17. Describe in detail all facts which support the allegations in Paragraph 43 of the Fourth Amended Complaint that "Defendant has committed unfair and deceptive acts as defined in the KCPA in that Defendant has represented, knowingly or with reason to know, that the Credit Monitoring service has sponsorship, approval, characteristics, uses or benefits that it does not have."

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question that my attorneys are helping me with. I know that the product does not do what you said it would do. I also know that it is misleading for an affiliated company to supply the actual information which is sold to me by you. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 18. Describe in detail all facts which support the allegations in Paragraph 43 of the Fourth Amended Complaint that "Defendant has represented, in connection with the marketing and sale of the Credit Monitoring service, knowingly or with reason to know, that it has a sponsorship, approval, status, affiliation or connection that it does not have."

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question my attorneys are helping me with. I know that you and TransUnion do not tell people about how you work together and who gives us the information. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 19. Describe in detail all facts which support the allegations in Paragraph 43 of the Fourth Amended Complaint that "Defendant has represented, knowingly or with reason to know, that the Credit Monitoring service is of a particular standard, quality or grade when it is actually of another standard, quality or grade."

Plaintiffs object to this request as overly broad and unduly burdensome

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question my attorneys are helping me with. You should know that you will not tell someone if their information is being used. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 20. Describe in detail all facts which support the allegations in Paragraph 43 of the Fourth Amended Complaint that "Defendant has represented, knowingly or with reason to know, that the Credit Monitoring service has certain uses, benefits or characteristics when Defendant did not rely upon and have a reasonable basis for making such representation."

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question my attorneys are helping me with. You should know that you will not tell someone if their information is being used. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 21. State with particularity the "exaggeration, falsehood, innuendo or ambiguity as to a material fact" alleged in Paragraph 44 of the Fourth Amended Complaint.

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: This is a legal question my attorneys are helping me with. There are a lot of things that you said you would do that you do not do. As an example, you said you would provide complete protection from identity theft but you did not. My wife has more information about this. I know that TransUnion LLC has information about other class members it is not providing to you or you are not providing to your customers.

INTERROGATORY NO. 22. Identify the "third parties" referenced in Paragraph 73 of the Fourth Amended Complaint.

Plaintiffs object to this request as overly broad and unduly burdensome and not likely to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Objection. Irrelevant. This count has been or will be dismissed.

INTERROGATORY NO. 23. Identify all "inaccurate information bearing on a consumer's creditworthiness or credit character" provided by TrueLink as alleged in Paragraph 76 of the Fourth Amended Complaint.

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Objection, irrelevant. This count has been or will be dismissed.

INTERROGATORY NO. 24. Describe in detail the instances in which "Named Plaintiffs were unfairly denied credit based upon a credit report prepared by TransUnion, LLC" as alleged in Paragraph 76 of the Fourth Amended Complaint and as part of your answer, describe: (a) who denied the Named Plaintiffs credit; (b) on what information such denial was based; and (c) identify any documents which refer or relate to any such denial of credit and/or the "credit report prepared by TransUnion, LLC."

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Objection. Irrelevant. This count has been or will be dismissed.

INTERROGATORY NO. 25. Identify to whom "Defendant provided inaccurate information bearing on a consumer's creditworthiness or credit character," as alleged in Paragraph 76 of the Fourth Amended Complaint.

Plaintiffs object to this request as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Objection, irrelevant. This count has been or will be dismissed.

INTERROGATORY NO. 26. Did Named Plaintiffs ever request "Fraud Resolution services," as that phrase is used in Paragraph 26 of the Fourth Amended Complaint? Unless your answer is an unqualified "no," describe in detail any manner, if any, in which the "Fraud Resolution services" which were delivered form the basis for any of your claims.

Plaintiffs object to this request as overly broad and unduly burdensome.

Objection. Calls for legal conclusions.

Objection. Calls for disclosure of attorney work product.

Plaintiffs reserve the right to supplement this discovery as more information becomes available during discovery.

Objection. Vague and ambiguous. Subject to these objections and without waiving these objections, Plaintiffs state as follows:

Answer: My wife has more information about this. This is a legal question my attorneys are helping me with. It is my understanding that those services were promised in the contract.

DATED: February 2nd, 2007

Respectfully submitted,



Christopher J. Curtin

DE Bar Id. No. 0226

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and

/s/ Barry R. Grissom

Barry R. Grissom, Esq., *pro hac vice*

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Michael W. Blanton, *pro hac vice*
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Swanson Midgley, LLC
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Kansas City, Missouri 64108
Phone: (816) 842-6100

COUNSEL FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I, Christopher J. Curtin, Esq., hereby certify that on February 21, 2007, I served an original and copy of the foregoing Plaintiffs' Responses to First Interrogatories to Plaintiff Steven Millett by depositing the same in the United States Mail, postage prepaid to:

William M. Lafferty, Esq.
Jerry Clyde Harris, Jr., Esq.
Morris Nichols Arsht & Tunnell
1201 N. Market St.
Wilmington, DE 19801
wlafferty@mnat.com

and that I served a copy electronically this day to the following:

Michael C. O'Neil
Paula D. Friedman
DLA Piper US LLP
203 N. LaSalle St., Ste. 1900
Chicago, IL 60601-1293
michael.Oneil@dlapiper.com
paula.friedman@dlapiper.com

ERISMAN & CURTIN

/s/ Christopher J. Curtin
Christopher J. Curtin
DE Bar Id. No. 0226
Erisman & Curtin
629 Mount Lebanon road
Wilmington, Delaware 19803
Phone: (302) 478-5577
Facsimile: (302) 478-5494
Email: ccurtin659@aol.com

DATE: February 21, 2007

PLAINTIFF'S SWORN SIGNATURE

STATE OF Kansas)
COUNTY OF Johnson) ss.

The below named person, being duly sworn on oath states that he has read the foregoing interrogatories and the answers given are true to the best of affiant's knowledge and belief.

Steven G. Millett

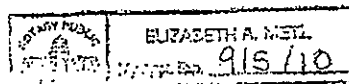
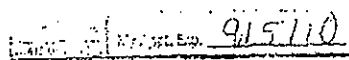
Steven G. Millett

The foregoing answers to interrogatories were subscribed and sworn to before me this 4 day of Feb, 2007.

Elizabeth A. Metz
Notary Public

My Commission Expires:

9/5/10



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT, MELODY J. MILLETT,)	
On Behalf Of Themselves and All Others)	
Similarly Situated,)	
)	
Plaintiffs,)	
)	Case No. 05-599-SLR
v.)	
)	
TRUELINK, INC.,)	
A Trans Union Company,)	
)	
Defendant.)	

PLAINTIFFS' NOTICE OF SERVICE

Plaintiffs, by and through their counsel of record, on February 21, 2007 served
PLAINTIFF'S RESPONSE TO TRUELINK, INC'S FIRST INTERROGATORIES TO
PLAINTIFF STEVEN MILLETT, and PLAINTIFF'S RESPONSE TO TRUELINK,
INC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFFS, by
depositing the same in the United States mail, postage prepaid to counsel of record.

Respectfully submitted by:

s/Christopher J. Curtin
Christopher J. Curtin
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E-mail: ccurtin659@aol.com

and

s/ Barry R. Grissom
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and

Bryson R. Cloon
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MO Bar #36843
Cloon Law Firm
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B. Joyce Yeager
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and

Michael W. Blanton
MO Bar #46490
Swanson Midgley, LLC
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Kansas City, MO 64108
(816) 842-6100
COUNSEL FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I, Christopher J. Curtin, Esquire, hereby certify that on February 21, 2007, I electronically filed the foregoing NOTICE OF SERVICE with the Clerk of the District Court using CM/ECF, which will send notification of such filing to the following:

William M. Lafferty, Esquire
Jerry Clyde Harris, Jr., Esquire
Morris, Nichols, Arsht & Tunnell
1201 N. Market Street
Wilmington, DE 19801

and that I served a copy electronically this day to the following:

Michael C. O'Neil
Paula D. Friedman
DLA Piper US LLP
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Chiacogo, IL 60601-1293
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Attorney for Plaintiffs

DATED: February 21, 2007

EXHIBIT F

WHOLE EXHIBIT REDACTED

EXHIBIT G



Let our award-winning monitoring service take care of it!

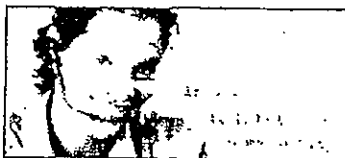
Knowledge: quarterly access to your credit report with analytical tools.
Protection: Complete identity theft protection with weekly fraud-watch emails.
Convenience: Toll-free credit specialists with fraud resolution services.

- ☒ Yes, monitor my credit score for an additional \$4.95/quarter
☒ Yes, monitor my debt for an additional \$4.95/quarter

Start monitoring my credit today for just \$10.95 per quarter >>

Yes, keep me informed

As a member, you'll receive ALL THIS-

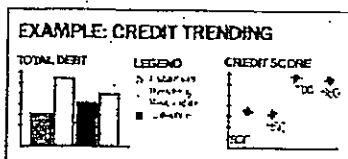


New account opened in your name

Date opened: January 1, 2001
Creditor's name: Motor Credit Company
Account number: 123456789000 ****
Type: Automotive Loan

Credit Alert

Dear Sample,
A change has appeared on your credit report during the week of January 1-7, 2003. Simply [click here](#) for details.



Weekly Fraud-Watch Emails

- Receive weekly email alerts to changes in your report
- Immediately find out about credit report changes including fraudulent activity, new inquiries, new accounts, late payments, and more

Learn M

Quarterly Access to Your Credit Report

- Receive a brand new credit report four times per year
- Reports are easy-to-read with color graphics and free interactive guide

Learn M

NEW! Fraud Resolution Services

- Should you become a victim of identity theft, TrueCredit provides you with Fraud Resolution services to assist you in the recovery of financial and credit losses

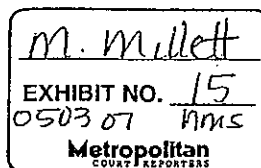
Learn M

Powerful Tools and Analysis

- Graphical trending helps you manage your progress
- View colorful charts and graphs on changes in your debt, income, credit score, and more

Learn M

<https://www.truecredit.com/services/creditMonitor/monitoringSample.jsp?...> 8/6/2003



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EXHIBIT H

The Collection of Anonymous Data

In order to enhance the usefulness of our Web site and our products and services, TrueCredit will collect data about our customers' use of our Web site, in a manner that does not include any personally identifiable information. While you browse the TrueCredit Web site, we note which pages of our site you visit and note the IP address of your computer (as all Web sites do automatically), but we do not link that address information to your personal information. The general information we gather enables us to serve our customers better by continually enhancing our site based on up-to-date use patterns.

Updating Your Personal Information and Email Preferences

You can correct or update at any time the personal information that you provided and that we maintain on you by accessing the TrueCredit Web site and selecting "Account Preferences" from the Main Menu. You can also indicate your preference not to receive promotional email from this screen. TrueCredit is not responsible for and cannot amend the information in your credit report, which is produced by one or more credit reporting agencies. If you believe that some of the information in your credit report is inaccurate, you must contact the applicable credit reporting agency directly. Information on how to contact the credit reporting agency will be contained in the credit report that you receive if you purchase. In addition, information about how to contact the three major credit reporting agencies is available under "Disputing Your Credit Information" on our Web site at <http://www.truecredit.com/help/handlinginaccuracies.jsp>.

TrueCredit Newsletter

You may sign up for our free monthly newsletter in one of two ways. First, you may enter your email address in the "Free Newsletter" field on our homepage, or on an affiliate's page. Second, our newsletter will be emailed to you if you select the "Yes, I want to know about special offers from TrueCredit" opt-in box during the ordering process. If you entered your email address into a "Free Newsletter" field, you can opt-out of receiving the email by responding to the newsletter and asking to be unsubscribed, or calling our customer service department and asking to be taken off the list. If you signed up for our newsletter by selecting the special offers opt-in box during the ordering process, you may unsubscribe through the above two processes, or you may go to www.truecredit.com, log-in as a member, click on the "Account Preferences" link, and de-select the special offers opt-in box.

Notification of Changes to this Privacy Statement

TrueCredit may amend this Privacy Statement at any time, but will notify users in advance of any material change, by posting a notice of the change in a prominent position on the home page of the TrueCredit Web site. If the amendment would permit us to share your personal information with third parties in a manner materially different than described in this Privacy Statement, unless required by law or court order or in order to safeguard the operations of our site or our customers, you will be given an opportunity to inform us that you do not consent to such sharing of your personal information.

Possible Acquisition

In the event of an acquisition of all or part of TrueLink by another company, or in the event that TrueLink were to sell or dispose of all or a part of the TrueCredit business, the acquirer would have access to the information maintained by the TrueCredit business, which could include your personal information, subject to applicable law. The acquirer's privacy policy might be different than TrueCredit's privacy policy, or the acquirer might choose to amend TrueCredit's privacy policy. You will be notified by email if, as a result of such acquisition, TrueCredit's privacy policy is materially changed or if the acquirer's privacy policy is materially different than TrueCredit's privacy policy. In connection with such notice, you will be given an opportunity to inform the acquirer that you do not consent to the use or disclosure by the acquirer of your personal information in accordance with such new or revised privacy policy.

If you would like at any time to review our then-current Privacy Statement, please visit <http://www.truecredit.com/policy/privacy.jsp>.

The Use of Cookies

<https://www.truecredit.com/policy/privacy.jsp?cb=TransUnion>

8/6/2003

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EXHIBIT I

TERMS AND CONDITIONS

ACCEPTANCE OF TERMS

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USE OF THE SERVICES

In consideration of your use of the Content and Services, you agree to provide true, accurate and current information about yourself as prompted by the registration and application forms on this Web Site. By registering on this Web Site, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, inaccurate or not current, or if CreditExpert has reasonable grounds to suspect that such information is untrue, inaccurate or not current, CreditExpert, at its sole discretion, has the right to suspend or terminate your membership and refuse all current or future access to the Content and use of the Services or suspend or terminate any portion thereof. Further, you agree that CreditExpert will not be liable to you or any third party if CreditExpert suspends or terminates your access to the Content or Services for any reason.

PASSWORDS/USER ID PROTECTION AND USE

To obtain membership for the Services, you will need to select a password and user ID upon completing the registration process. You agree to maintain the confidentiality of your password and user ID and are fully responsible for all activities using your password or user ID. You agree that under no circumstances will you provide your password or user ID to a third party. You agree to immediately notify CreditExpert of any unauthorized use of your password or your user ID or any other breach of security, and to exit from your account at the end of each session. CreditExpert cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

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You are responsible for providing and maintaining, at your own option and expense, all hardware, software and communication lines required to access and use this Web Site. CreditExpert reserves the right to change the configuration of the hardware, software and communication requirements at any time.

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Entire Agreement

These terms and conditions, the Privacy Policy, and other policies CreditExpert may post constitute the entire agreement between CreditExpert and you in connection with your use of this Web Site, the Services, and the Content including prior versions of the terms and conditions, if applicable. CreditExpert may update these terms and conditions from time to time by posting revised terms and conditions on this Web Site, without notice to you, and your subsequent use of the Web Site is governed by those new terms and conditions. The terms and conditions are effective until terminated by CreditExpert. In the event of termination, the copyrights, trademarks, and intellectual property, disclaimers, limitations of liabilities, and jurisdiction provisions set forth in these terms and conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in this Web Site, these terms and conditions will control.

Governing Law

These terms and conditions are governed by the laws of California without regard to conflicts of law provisions. You hereby consent to the exclusive jurisdiction and venue of the courts in Orange County, California. This agreement constitutes the entire agreement between CreditExpert and you, and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

ADDITIONAL TERMS AND CONDITIONS THAT ARE SERVICE SPECIFIC

The terms explained below are service specific and apply to the particular service indicated in addition to the terms and conditions listed above.

Credit Manager

Services: Upon approval of your membership for Credit Manager, you will be provided with unlimited access to your summarized credit history, your Credit Score, the Credit Usage Analyzers, and the Calculators. Your credit information and your Credit Score will be refreshed each time you request them, except that they will only be refreshed once during any 24 hour period in which you make multiple requests for such information. Your Credit Score may be stored weekly or quarterly based on the frequency of your visits to the Web Site. For members who elect to receive e-mail notification of Credit Monitoring changes, notifications will be sent within a reasonable time.

Membership Term: Upon the expiration of any free trial period, your membership in the Credit Manager service is effective for the period covered by your membership fee and continues upon your payment of the (monthly/annual) renewal fee automatically charged to the credit card or other billing source authorized by you. Your membership will continue for the period covered by your membership fee starting from the date your membership fee is charged. Renewal membership fees will conveniently and

automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, until you cancel your membership. You will be notified by email approximately 30 days prior to your renewal date and provided with access to Credit Manager's current Terms and Conditions. Should you choose to discontinue your membership for any reason before expiration of the membership term for which you have paid, you may cancel your membership and terminate further billing by calling our toll-free number (800) 787-6864 or canceling on this Web Site. Your refund will be based on your remaining paid membership term. CreditExpert reserves the right to change the membership fee for any renewal term to be effective upon the renewal of your membership.

Registering: To enroll in an annual Credit Manager membership, you must complete an on-line registration form which includes an address within the United States, and you agree to be bound by this Agreement. We are not able to accept and process joint registration for a married couple. The information you provide must be complete and accurate so that we may verify your information, and you hereby certify that all information you provide shall be true complete and accurate. In addition, you must provide valid credit card information. We will then evaluate your complete registration information for membership enrollment to the service.

Experian Credit Report and Credit Score

Service: The Experian Credit Report and/or Score services permit you to obtain a copy of your Experian Credit Report maintained by Experian Information Solutions, and/or your Experian Credit Score calculated from the information contained in your credit history. Your score, an explanation of how it compares to the U.S. average, what makes up your score, and factors affecting your score are provided. In addition, the Experian Credit Score service permits you one-time access to CreditExpert's Credit Score simulator, and educational articles regarding credit scoring.

Terms: When you use our on-line services to access your personal credit report and/or credit score, you are certifying that you understand and agree to the following: You may access your credit report and/or score online only one time per payment. For your protection, if you are inactive (have not clicked on an item or refreshed the page) for a period of 20 minutes when reviewing your credit report and/or credit score on-line, your session will conclude and you will be logged out. Be sure to save or print your credit report and/or score to avoid having to initiate another session, which will result in an additional fee. To print or save your report(s), use your browser's Print or Save As feature from the File menu. Refunds will not be issued for successful online deliveries. We cannot process combined reports for married couples. Reports must be ordered separately and, if applicable, a separate charge will apply for each report ordered. Because we use security measures to protect your privacy and to safeguard your information, we may not always be able to provide online delivery of your credit report. If online delivery is not available, an error message will display and no charge will be incurred.

If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting Experian at the phone number or address that displays on your personal credit report.

Registration: To request the Experian Credit Report and/or Credit Score service, you must complete an online registration form that includes an address in the United States. The information you provide must be complete and accurate so that they may verify your information. In addition, you must provide valid credit card information. We will then evaluate your complete registration information to process and fulfill your online request, if possible.

Disclaimers: You acknowledge that the information provided to you through the Experian Credit Score service, including the score factors derived from the elements in your credit history, change over time as your credit history changes. You also acknowledge that the score factor advice on how to improve or maintain your credit position assumes there will be no adverse changes in your credit performance. CreditExpert makes no guarantees that the advice provided will improve your score. In addition, CreditExpert make no warranty regarding the accuracy of the Credit Score Simulator available for use during your site visit.

EXHIBIT J



PRODUCT AGREEMENT TERMS OF USE

[Print this Page.](#)

YOU MUST SCROLL DOWN, READ AND ACCEPT THESE TERMS OF USE, INCLUDING THE ARBITRATION CLAUSE IN PARAGRAPH 21, BEFORE YOU WILL BE PERMITTED TO REGISTER FOR AND PURCHASE ANY PRODUCT FROM THIS WEBSITE.

1. **PROVIDERS OF PRODUCTS.** The products or services (referred to as the "Product" or "Products") available via this website (the "Site") are provided by Equifax Consumer Services, Inc. ("Equifax"). We may partner with one or more other companies ("Suppliers") to provide the Products to you or sell you a Product provided by a Supplier. Equifax and its Suppliers are referred to in this Agreement as "We", "Us", and "Our." You, the person visiting and utilizing this Site, are referred to as "You" and "Yours".

2. **TERMS OF USE.** As a condition to Our allowing You to use this Site, You agree to these Terms of Use, including any specific terms and conditions relating to particular Products that You purchase.

3. **Consent.** WE MUST RECEIVE YOUR CONSUMER CREDIT FILE AND OTHER INFORMATION IN ORDER TO PROVIDE PRODUCTS TO YOU. YOU AUTHORIZE US TO GAIN ACCESS TO YOUR CREDIT FILE, INCLUDING ANY MEDICAL INFORMATION THAT MAY BE INCLUDED IN YOUR CREDIT FILE, AND TO EXCHANGE INFORMATION ABOUT YOU BETWEEN US IN ORDER TO AUTHENTICATE YOUR IDENTITY AND PROVIDE THE PRODUCTS TO YOU.

4. **Privacy.** OUR ONLINE PRIVACY POLICY AND FAIR INFORMATION PRINCIPLES PROVIDE OUR PRIVACY AND OPT OUT NOTICE, DESCRIBE HOW WE MAY USE THE INFORMATION THAT YOU PROVIDE TO US AND APPLY TO YOUR USE OF THE PRODUCTS. BECAUSE THE PRODUCTS ARE WEB-BASED PRODUCTS, YOU AGREE TO THE ELECTRONIC DELIVERY OF THESE NOTICES VIA THIS SITE. YOU ALSO AGREE THAT YOU HAVE RECEIVED AND READ THE EQUIFAX ONLINE PRIVACY POLICY AND FAIR INFORMATION PRINCIPLES.

5. **YOUR RESPONSIBILITIES.** By registering on this Site, You certify that You are eighteen (18) years of age or older. The Site and Products are not intended for minors. You agree to treat Your user identification ("User ID"), password and or personal identification number ("PIN") created for this site as strictly confidential and not to share them with other persons or display them so that others have access to them. We are not responsible if third parties access the Products by using Your User ID, password or PIN. You agree to promptly notify Us if You believe someone else has obtained access to Your User ID, password or PIN.

6. **CHANGES WE MAY MAKE.** We may change the prices for the Products at any time and You will be charged such new prices for all future purchases or renewals of Products. We may revise and update this Agreement at any time. It is Your responsibility to review this Agreement prior to each use of the Site and by continuing to use this Site, You agree to those changes. We also may change any feature or component of the Products or the Site at any time, or cancel this Agreement and/or any Product at any time, for any reason, and if we do so, we will give You a pro rata refund in respect of Products purchased but not provided. A gift certificate is provided when it is transmitted to the recipient.

7. **PERSONAL USE ONLY.** You may purchase Products from this Site (other than gift certificates) only on behalf of Yourself. It is illegal to order credit information about anyone else. When You buy the Products We grant You the right to use the Products and the related information only to assist You in monitoring, understanding and protecting Your financial and credit status, and making related decisions, for Your personal benefit. You agree that You will not use the Products or the related information for any other purpose, and especially not for a commercial purpose or in an unlawful manner. The Products are not intended to serve as professional advice of any kind.

8. **PAYMENT.** You agree to pay for the Products, in U.S. dollars, using a credit or debit card at the time of registration. We will charge You any applicable sales, excise or similar taxes as required by law.

9. **SITE ACCESS AND USE.** We may refuse to accept any Registration for any reason. We may also reject any order for any Product for any reason. You agree that We will not be liable to You for loss or damage that may result from Our refusal to register You on this Site or our rejection of any order. You will be responsible for providing and installing all hardware and software necessary to access this Site. You agree that You will not use any robot, spider or other similar device to monitor or copy any pages of this Site or any content or information accessible through this Site. You agree that You will not use any device, software or routine to interfere with proper operations of this Site.

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12. MONTH-TO-MONTH PRODUCTS. If You purchase a Product with a monthly price, We will automatically renew the Product (and bill Your credit or debit card) on the same day of each following month at Our then-current rates until You cancel. If You purchase on the 31st day of a month, the renewal date will be the 30th of each subsequent month. If Your renewal date is the 30th, renewal during February will occur on the last day of the month. You agree that You will provide valid credit or debit card billing information if the credit or debit card that You provided at the time of registration expires or otherwise becomes invalid, and We may suspend Your access to the Product if You fail to do so. You may cancel the Product by notifying Us. You may notify Us by first logging in to the MyEquifax Member Center. Once logged in, click on the "Contact Us" button and you can contact the Equifax Customer Care team at the telephone number or email address listed on that page. Any such notice of termination will be effective as of the first renewal date following Our receipt. If You prepay for a certain number of months, this paragraph becomes effective upon the expiration of the prepaid period.

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16. No Warranty; Limitation of Liability. WE HAVE NO REASON TO BELIEVE THAT ERRORS EXIST IN THE PRODUCTS FURNISHED HEREUNDER. HOWEVER, MUCH OF THE DATA CONTAINED IN THE PRODUCTS IS PROVIDED TO US BY OTHERS AND THEREFORE WE DO NOT CONTROL THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE PRODUCTS. IF WE SELL YOU A PRODUCT PROVIDED BY A SUPPLIER, THAT SUPPLIER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THAT PRODUCT. NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS, AFFILIATED COMPANIES, OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS") WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, OR ANY OTHER ASPECT OF ANY PRODUCT OR INFORMATION CONTAINED IN ANY PRODUCT IN ANY WAY. THE PRODUCTS ARE PROVIDED "AS IS", AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT

NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. NEITHER WE NOR ANY OF OUR AFFILIATED PERSONS WILL BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACTS OR OMISSIONS OF ANY SUCH PERSON IN PREPARING, REPORTING OR DELIVERING THE PRODUCTS, PROVIDING AUTHENTICATION SERVICES, OR IN DOING ANYTHING RELATED THERETO. NEITHER WE NOR THE AFFILIATED PERSONS WILL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR DATA) IN CONNECTION WITH YOUR USE OF THIS SITE, ANY USE OR RELIANCE UPON INFORMATION FOUND AT THIS SITE OR ANY PRODUCT PROVIDED AT THIS SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT APPLICABLE LAW DISALLOWS ANY DISCLAIMERS OR LIMITATIONS IN THIS AGREEMENT, SUCH DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU.

17. LIMITATION OF LIABILITY; NOTICE OF CLAIMS. If, notwithstanding the foregoing paragraph, any Affiliated Person is held to be liable to You, the amount of such liability shall not exceed the lesser of (i) the sum of twenty dollars (\$20.00) or (ii) the amounts paid by You under this Agreement, in the twelve months preceding the claim, for the specific Products giving rise to the claim. If You desire to make a claim against any Affiliated Person in relation to this Agreement or a Product, You must give the applicable party notice of the claim within three (3) months of becoming aware of the circumstances giving rise to the claim or, if earlier, three (3) months from the time You should reasonably have become aware of such circumstances. If You do not, no Affiliated Person will be liable to You for the claim.

18. INDEMNIFICATION. You will indemnify and hold Us and the Affiliated Persons harmless from and against actual loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this Agreement, Your use of this Site or any Product or any information contained in this site, or Your infringement of any intellectual property or other right of any person or entity.

19. HYPERLINKS. This Site may contain hyperlinks or other references to third party Internet sites that Equifax does not own or operate. You may be subject to additional terms and conditions that apply when You use third party Internet sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any third party Internet site and/or products and Equifax has no responsibility therefor.

20. ENTIRE AGREEMENT BETWEEN US. These Terms of Use constitute the entire agreement between You and Us regarding the Products and information contained on or acquired through this Site, including through other linked third party Internet sites. This Agreement takes effect on Your first use of this Site, and it applies to all persons accessing the Site from Your computer, and to all persons using Your User ID, password or PIN. In the event that multiple translations of this Agreement exist, the English language version shall control. If any provision of this Agreement is held invalid, unenforceable or void by applicable laws, the remaining portions shall continue in full force and effect. You may not assign this Agreement or the Product (except a gift certificate) to someone else. Unless otherwise explicitly stated, the provisions contained in Paragraphs 7 (Personal Use Only), 13 (Ownership), 16 (No Warranty; Limitation of Liability), 17 (Limitation of Liability; Notice of Claims), 18 (Indemnification) and this paragraph will survive termination of Your access to and use of the Products and the information contained on this Site. The Suppliers are third party beneficiaries under this Agreement.

21. ARBITRATION AND DISPUTE RESOLUTION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION PROVIDES THAT, EXCEPT FOR THE SPECIFIC EXCEPTION STATED BELOW, ANY DISPUTE BETWEEN YOU AND EQUIFAX MUST BE RESOLVED BY BINDING ARBITRATION THAT REPLACES THE RIGHT TO GO TO COURT BEFORE A JUDGE OR A JURY, AND MAY LIMIT YOUR RIGHTS TO DISCOVERY OR TO APPEAL. IT FURTHER PROVIDES THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. Either You or Equifax may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute, or controversy raised by either You or Equifax against the other arising from this Agreement or Your use of the Products or this Site or any information You receive from Us (the "Claim" or "Claims"). All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. As an exception to the arbitration provision, You retain the right to pursue in small claims court any Claim that is within that court's jurisdiction and proceed on an individual basis. If You or We elect arbitration, the arbitration will be conducted as an individual arbitration. Neither You nor We consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit your Claims to arbitration, You may be forfeiting your right to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed. The party filing a Claim in arbitration must select either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA") to administer the arbitration. The arbitration organization that is selected will apply its rules, codes, or procedures in effect at the time the arbitration is filed, unless any portion of those rules, codes, or procedures is inconsistent with any specific terms of this arbitration provision or these Terms of Use, in which case the terms of this arbitration provision and these Terms of Use will govern. These rules and procedures

may limit the amount of discovery available to You or Us. The arbitration may not be consolidated or joined with any other arbitration proceeding. The arbitration shall be before a single arbitrator. The arbitrator will apply applicable substantive law, including the applicable statute of limitations, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages provided for under applicable law, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. Rules and forms may be obtained from, and any Claims filed with, either: the NAF at P.O. Box 50191, Minneapolis, Minnesota 55405, web site at www.arb-forum.com; or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, web site at www.adr.org. In the event You file a Claim in arbitration, We will reimburse You for the initial arbitration filing fee paid by You up to \$500. If there is an arbitration hearing, We will pay any fees of the arbitrator and the arbitration administrator for the first two days of the hearing. If You prevail in the arbitration of any Claim against Us, then We will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. All other fees, including attorneys' fees, will be allocated in accordance with the rules of the arbitration organization. The Federal Arbitration Act, and not state law, shall govern the arbitrability of all Claims between You and Us, including any and all claims or disputes concerning the validity, construction, and performance of this arbitration provision. Any Claim or dispute as to the enforceability of this arbitration provision's restrictions on your right to participate in or pursue a class action or classwide arbitration shall be decided by a court and not an arbitrator, and shall be brought only in a United States District Court located in Atlanta, Georgia, or in any court within the Georgia State or Superior Court System located in Fulton County, Georgia.

22. **HEADINGS.** The headings used in this Agreement are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms and conditions of use. You acknowledge that the provisions, disclosures and disclaimers set forth in this Agreement are fair and reasonable and Your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon You by any person or entity. You agree that this Agreement is not intended to and does not confer any rights on any persons other than Us and You.

23. **SCORE POWER™ PRODUCT.** Fair Isaac Corporation ("Fair Isaac") and Equifax jointly provide the Score Power™ Product. If You choose to purchase this Product You will obtain: 1) a copy of Your Equifax Credit Report™; 2) Your BEACON®/FICO® credit score, calculated from the information contained in Your Equifax Credit Report™; and 3) an explanation of how a creditor is likely to view Your score and the major reasons You scored as You did.

24. **GIFT CERTIFICATES; FAMILY PROGRAM.** Gift certificates purchased at the Site are Products and are subject to these Terms of Use, except where specifically excluded. In addition, gift certificates are subject to the additional terms and conditions of this paragraph. Each gift certificate (i) expires on the expiration date stated therein, except where prohibited by applicable law; (ii) must be redeemed through the Site for the purchase of the Product specified therein; and (iii) is not redeemable for cash and cannot be returned for a cash refund. If the recipient's order exceeds the face amount of the gift certificate, the recipient must pay for the balance with a credit or debit card. The Product received upon redemption is subject to Equifax's Terms of Use and Online Privacy Policy and Fair Information Principles, which the recipient must accept in order to redeem the gift certificate. A gift certificate issued to a current subscriber to a Subscription Product cannot be used to extend that subscription. Subscription Products that You purchase under the Family Program are only valid when activated by another person, and may not be used by You to extend Your subscription or to replace a Subscription Product that You cancel during the trial period, if any. We are not responsible for lost or stolen gift certificates.

THANK YOU FOR CHOOSING EQUIFAX CONSUMER SERVICES.

EXHIBIT K

WHOLE EXHIBIT REDACTED

EXHIBIT L

WHOLE EXHIBIT REDACTED

EXHIBIT M

WHOLE EXHIBIT REDACTED